

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. PAGE 1 OF 2 PAGES

2. AMENDMENT/MODIFICATION NO.: 02	3. EFFECTIVE DATE 03/28/2006	4. PURCHASE REQUISITION NO.: BG060060	5A. SOLICITATION/CONTRACT/PROJECT TITLE: Mowing, Maintenance & Snow Removal Services for USBG
			5B. PROJECT NO (If applicable)
6. ISSUED BY ARCHITECT OF THE CAPITOL United States Capitol Washington, D.C. 20515		7. ADDRESS AMENDMENT/MODIFICATION TO Architect of the Capitol Procurement Division Ford House Office Building, Room H2-263 Attn: Shola Matthews-Aroloye 202-226-0641 Second and "D" Streets, S.W. Washington, DC 20515	
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) TO ALL		X	9A. AMENDMENT OF SOLICITATION NO. RFP060091 Ref: RFQBG060060
			9B. DATED (See Item 11) March 6, 2006
			10A. MODIFICATION OF CONTRACT/ORDER NO.
			10B. DATED (See Item 13)

11. THIS ITEM APPLIES ONLY TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of offers is **April 06, 2006, @ 1:00 P.M Local Time**

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods

- (a) By completing Items 8 and 15, and returning 2 copies of the amendment;
- (b) By acknowledging receipt of this amendment in Block 12 of the AOC 33 or Block 19 of the AOC 1442 of the original solicitation package, giving amendment number and its date; or
- (c) By separate letter which includes a reference to the solicitation and amendment numbers.

FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by letter, provided each letter makes reference to the solicitation and this amendment, and is received prior to the opening/receipt hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS AND MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

Check One			
	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT/ORDER NO. IN ITEM 10A.		
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b)(1)		
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:		
	D. OTHER (Specify type of modification and authority)		
E. IMPORTANT: Contractor _____ is not, _____ is required to sign this document and return it to the issuing office.			
14. DESCRIPTION OF AMENDMENT/MODIFICATION SEE CONTINUATION PAGE Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.			
15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME OF CONTRACTING OFFICER (Type or print)	
15B. OFFEROR/CONTRACTOR _____ (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA By _____ (Signature of Contracting Officer)	16C. DATE SIGNED

CONTINUATION PAGE TO AOC 30

Page 2

AMENDMENT NO.: 002, Solicitation No.: RFP 060091

A. This Amendment No. 001 is being issued to replace pages with those that have corrections and/or changes made to them as identified by the **thick black lines** (||), in the right margin. Please replace the following pages with those currently in the solicitation package:

Remove Pages

Pages B-1 through B-7,

Pages L-1 through L-8

Pages M -1 through M - 5

Page 1 Past Performance Questionnaire

Insert Pages

Pages B-1 through B-7

Pages L-1 through L- 7

Pages M - 1 through M - 4

Page 1 Past Performance Questionnaire

NOTE:

The due date and time for receipt of offers is still April 6, 2006 @ 1:00 p.m. Local Time. Offers and modifications must be sent via Federal Express (FEDEX) or United Parcel Service (UPS). Hand-carried offers and modifications will be rejected.

Changes to the solicitation and answers to all questions received between 3/6/06 and 3/17/06 are hereby attached. **Offerors are reminded to check the AOC Website periodically for amendments or notices.** It is the Vendor's responsibility to monitor this web site for amendments, or other changes to the solicitation, and obtain the amendments from the AOC Internet site. Failure of vendor to do so shall not become the responsibility of the Government.

Attachments:

Amendment Form (2 Pages)

Section B, (7 Pages)

Section L, (7 Pages)

Section M (4 Pages)

Past Performance Questionnaire (1 Page)

Question and Answers (2 Pages)

Distribution:

Contract File

Project Manager -

Contracting Officer's Technical Representatives - B. Sparr, J. Gallagher, R. Pritchard.

SUPPLIES OR SERVICES AND PRICES/COSTS

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B.1 GENERAL PURPOSE

.1 The Contractor shall provide all supervision, labor, materials, supplies and equipment necessary to provide mowing and maintenance and snow removal services as scheduled in the article entitled “**SCHEDULE OF ITEMS**” in this section for the United States Botanic Garden locations in Washington D.C. in accordance with the specification and contract documents.

B.2 SCHEDULE OF ITEMS

.1 Base Period 05/01/2006 TO 09/30/2006

ITEM #	DESCRIPTION OF SERVICES	QTY.	U/M	AMOUNT
0001	Mowing and Maintenance Services for the USBG Production Facility at DC Village 4700 Sherpherd Pkway, SW Washington D.C. 20032	5	MO	\$
0002	Mowing and Maintenance Services for the USBG location at 100 Maryland Avenue SW, Conservatory and National Garden Washington D.C. 20024	5	MO	\$
0003	Mowing and Maintenance Services for the USBG location at USBG Bartholdi Park, Independence Avenue and First Street, SW Washington, DC 20024	5	MO	\$
OPTIONS	IDIQ SNOW REMOVAL ON AN AS NEEDED BASIS	<u>ESTIMATED</u>	<u>QTY.</u>	
0004	Snow Removal at D.C. Village Complex, 4700 Shepherd Parkway, S.W. Washington D.C. Garden in accordance with attached scope of work (1 st Snow Season through April 2006) On an “As Needed Basis”	8	EA	\$
0005	Snow Removal at USBG Conservatory, 100 Maryland Avenue, S.W. Washington, D.D. 20024 in accordance with attached scope of work (1 st Snow Season through April 2006) On an “As Needed Basis”	8	EA	\$
0006	Snow Removal at USBG Bartholdi Park Independence Avenue & First Street, SW, Washington D.C. in accordance with attached scope of work (1 st Snow Season through April 2006) On an “As Needed Basis”	8	EA	\$
TOTAL BASE PERIOD : \$ _____				

.2 Option 1: 10/01/2006 TO 09/30/2007

ITEM #	DESCRIPTION OF SERVICES	QTY.	U/M	AMOUNT
0001	Mowing and Maintenance Services for the USBG Production Facility at DC Village 4700 Sherpherd Pkway, SW Washington D.C. 20032	12	MO	\$
0002	Mowing and Maintenance Services for the USBG location at 100 Maryland Avenue SW, Conservatory and National Garden Washington D.C. 20024	12	MO	\$
0003	Mowing and Maintenance Services for the USBG location at USBG Bartholdi Park, Independence Avenue and First Street, SW Washington, DC 20024	12	MO	\$
OPTIONS	IDIQ SNOW REMOVAL ON AN AS NEEDED BASIS	<u>ESTIMATED</u>	<u>QTY</u>	
0004	Snow Removal at D.C. Village Complex, 4700 Shepherd Parkway, S.W. Washington D.C. Garden in accordance with attached scope of work (1 st Snow Season through April 2006) On an "As Needed Basis"	8	EA	\$
0005	Snow Removal at USBG Conservatory, 100 Maryland Avenue, S.W. Washington, D.D. 20024 in accordance with attached scope of work (1 st Snow Season through April 2006) On an "As Needed Basis"	8	EA	\$
0006	Snow Removal at USBG Bartholdi Park Independence Avenue & First Street, SW, Washington D.C. in accordance with attached scope of work (1 st Snow Season through April 2006) On an "As Needed Basis"	8	EA	\$
TOTAL FOR OPTION PERIOD 1 : \$ _____				

.2 Option 2: 10/01/2007 TO 09/30/2008

ITEM #	DESCRIPTION OF SERVICES	QTY.	U/M	AMOUNT
0001	Mowing and Maintenance Services for the USBG Production Facility at DC Village 4700 Sherpherd Pkway, SW Washington D.C. 20032	12	MO	\$
0002	Mowing and Maintenance Services for the USBG location at 100 Maryland Avenue SW, Conservatory and National Garden Washington D.C. 20024	12	MO	\$
0003	Mowing and Maintenance Services for the USBG location at USBG Bartholdi Park, Independence Avenue and First Street, SW Washington, DC 20024	12	MO	\$
OPTIONS	IDIQ SNOW REMOVAL ON AN AS NEEDED BASIS	<u>ESTIMATED</u>	<u>QTY</u>	
0004	Snow Removal at D.C. Village Complex, 4700 Shepherd Parkway, S.W. Washington D.C. Garden in accordance with attached scope of work (1 st Snow Season through April 2006) On an "As Needed Basis"	8	EA	\$
0005	Snow Removal at USBG Conservatory, 100 Maryland Avenue, S.W. Washington, D.D. 20024 in accordance with attached scope of work (1 st Snow Season through April 2006) On an "As Needed Basis"	8	EA	\$
0006	Snow Removal at USBG Bartholdi Park Independence Avenue & First Street, SW, Washington D.C. in accordance with attached scope of work (1 st Snow Season through April 2006) On an "As Needed Basis"	8	EA	\$
TOTAL FOR OPTION PERIOD 1 : \$ _____				

.3 Option 3: 10/01/2008 TO 09/30/2009

ITEM #	DESCRIPTION OF SERVICES	QTY.	U/M	AMOUNT
0001	Mowing and Maintenance Services for the USBG Production Facility at DC Village 4700 Sherpherd Pkway, SW Washington D.C. 20032	12	MO	\$
0002	Mowing and Maintenance Services for the USBG location at 100 Maryland Avenue SW, Conservatory and National Garden Washington D.C. 20024	12	MO	\$
0003	Mowing and Maintenance Services for the USBG location at USBG Bartholdi Park, Independence Avenue and First Street, SW Washington, DC 20024	12	MO	\$
OPTIONS	IDIQ SNOW REMOVAL ON AN AS NEEDED BASIS	<u>ESTIMATED</u>	<u>QTY</u>	
0004	Snow Removal at D.C. Village Complex, 4700 Shepherd Parkway, S.W. Washington D.C. Garden in accordance with attached scope of work (1 st Snow Season through April 2006) On an "As Needed Basis"	8	EA	\$
0005	Snow Removal at USBG Conservatory, 100 Maryland Avenue, S.W. Washington, D.D. 20024 in accordance with attached scope of work (1 st Snow Season through April 2006) On an "As Needed Basis"	8	EA	\$
0006	Snow Removal at USBG Bartholdi Park Independence Avenue & First Street, SW, Washington D.C. in accordance with attached scope of work (1 st Snow Season through April 2006) On an "As Needed Basis"	8	EA	\$
TOTAL FOR OPTION PERIOD 1 : \$ _____				

.4 Option 4: 10/01/2009 TO 09/30/2010

ITEM #	DESCRIPTION OF SERVICES	QTY.	U/M	AMOUNT
0001	Mowing and Maintenance Services for the USBG Production Facility at DC Village 4700 Sherpherd Pkway, SW Washington D.C. 20032	12	MO	\$
0002	Mowing and Maintenance Services for the USBG location at 100 Maryland Avenue SW, Conservatory and National Garden Washington D.C. 20024	12	MO	\$
0003	Mowing and Maintenance Services for the USBG location at USBG Bartholdi Park, Independence Avenue and First Street, SW Washington, DC 20024	12	MO	\$
OPTIONS	IDIQ SNOW REMOVAL ON AN AS NEEDED BASIS	<u>ESTIMATED</u>	<u>QTY</u>	
0004	Snow Removal at D.C. Village Complex, 4700 Shepherd Parkway, S.W. Washington D.C. Garden in accordance with attached scope of work (1 st Snow Season through April 2006) On an "As Needed Basis"	8	EA	\$
0005	Snow Removal at USBG Conservatory, 100 Maryland Avenue, S.W. Washington, D.D. 20024 in accordance with attached scope of work (1 st Snow Season through April 2006) On an "As Needed Basis"	8	EA	\$
0006	Snow Removal at USBG Bartholdi Park Independence Avenue & First Street, SW, Washington D.C. in accordance with attached scope of work (1 st Snow Season through April 2006) On an "As Needed Basis"	8	EA	\$
TOTAL FOR OPTION PERIOD 1 : \$ _____				

B.3 UNIT PRICE

.1 The unit price shall include all costs associated with the mowing, maintenance and snow removal services for all locations as indicated in the article entitled “SCOPE AND DESCRIPTION OF WORK” in Section C, to include all labor, material, equipment cost and any associated fees. The unit price shall take precedence over the total price.

SECTION L

INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

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SECTION L

INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

L.1 SOLICITATION DEFINITIONS (AOC) (NOV 1999)

- .1 “Proposal modification” is a change made to a proposal before the solicitation’s closing date and time, or made in response to an amendment, or made to correct a mistake at any time before award.
- .2 “Proposal revision” is a change to a proposal made after the solicitation closing date, at the request of or as allowed by a Contracting Officer as the result of negotiations.
- .3 “Time,” if stated as a number of days, is calculated using calendar days, unless otherwise specified, and will include Saturdays, Sundays, and legal holidays. However, if the last day falls on a Saturday, Sunday, or legal holiday, then the period shall include the next working day.

L.2 SITE VISIT (AOC) (JUN 2003)

- .1 Offerors are urged and expected to inspect the site where services are to be performed and to satisfy themselves regarding all general and local conditions that may affect the cost of contract performance, to the extent that the information is reasonably obtainable. In no event shall failure to inspect the site constitute grounds for a claim after contract award.
- .2 **A pre-proposal meeting will be conducted on March 16, 2006 at 9:30 a.m. local time at USBG Production Facility, 4700 Shepherd Parkway SW, Washington DC 20032. Interested parties are advised to call Mr. John Gallagher at 202-225-6646 regarding the direction to the site-visit location.**
- .3 The Architect of the Capitol will conduct one field inspection of the work immediately following the pre-proposal meeting. Those intending to participate shall meet at the address above. Information concerning the meeting may be obtained by telephoning Shola Matthews-Aroloye, Contract Specialist at (202) 226-0641.
- .5 Offerors are cautioned that notwithstanding any remarks or clarifications given at any site visit, the pre-proposal conference or field inspection, all terms and conditions of the solicitation remain unchanged unless they are changed by amendment to the solicitation. If the answers to conference questions, or any solicitation amendment create ambiguities, it is the responsibility of the offeror to seek clarification prior to submitting an offer.

L.3 GENERAL INFORMATION (AOC) (MAY 2003)

- .1 Offerors are expected to examine the entire solicitation and all instructions. Failure to do so will be at the offeror’s risk. Each offeror shall furnish the information required by the solicitation. The offeror will be held responsible for full knowledge of all information contained therein.

.2 Offerors, including subcontractors if permitted under this solicitation, shall be individuals, partnerships, or corporations who are regularly engaged in the business covered by these specifications and who have established a satisfactory record in the past for performance of contracts of similar character and extent, and who maintain a regular force of workmen skilled in the performance of the work the offeror undertakes to perform upon submission of his proposal. Offerors shall be qualified, competent and amply able to finance and perform the work in a proper and satisfactory manner.

L.4 INTERPRETATIONS (AOC) (SEP 1999)

.1 Prospective offerors shall request the Contracting Officer, in writing, via FAX or e-mail to smatthews@aoc.gov for an interpretation or correction of any ambiguity, inconsistency, or error in the contract documents which they may discover or which should have been discovered by a reasonably prudent offeror. Such requests or objections to materials or methods of construction shown or specified shall be directed to the attention of: **Shola Matthews-Aroloye, Contract Specialist**, Procurement Division at least **five (5) calendar days prior to the date specified for receipt of proposals**. Written requests shall be transmitted via e-mail to smatthew@aoc.gov or via facsimile to (202) 225-3221. Any interpretations or corrections, as well as any additional modifications the Contracting Officer may desire to include, will be in the form of amendments, in writing, which will be sent on the same date to all offerors and shall become a part of the contract. The Contracting Officer reserves the right to answer only such questions as have, in his opinion, a definite bearing upon the proposals to be submitted. Offerors shall acknowledge in Block 12 of the form entitled, "SOLICITATION, OFFER, AND AWARD," the receipt of all amendments. Requests for oral interpretations or any other interpretations not made by amendments will not be accepted, and any information that may possibly be gained by offerors in that manner is gratuitous and not binding.

L.5 PREPARATION OF OFFERS (DEC 2002)

.1 Offerors are expected to examine the drawings, if any, specifications, Schedule, and all instructions. Failure to do so will be at the Offerors risk.

.2 Each offeror shall furnish the information required by the solicitation. The offerors shall sign the offer on Page 1 (SOLICITATION, OFFER AND AWARD) in block 15 and return this solicitation package in its entirety. Erasures or other changes must be initialed by the person signing the offer. Offers signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the issuing office.

.3 For each item offered, offers shall (1) show the unit price, if required, including, unless otherwise specified, packaging, packing, and preservation and (2) enter the extended price for the quantity of each item offer in the "Amount" column of the Schedule. In case of discrepancy between a unit price and an extended price, the unit price will be presumed to be correct, subject, however, to correction to the same extent and in the same manner as any other mistake.

.4 Offers for supplies or services other than those specified will not be considered unless authorized by the solicitation.

L.6 INSTRUCTIONS FOR PREPARING THE PRICE PROPOSAL

- (a) A firm fixed-price shall be entered by each offeror on the Schedule page for each line item (line item pricing, options and unit prices) which shall represent the cost for performing the work required by this Request for Proposal. The Architect reserves the right to request from each offeror information regarding the breakdown of all costs that are included in the lump sum price (Line Item Nos. 1 through 6, inclusive), to include copies of all work sheets used in forming the proposed pricing. Erasures or other changes on any or all submissions shall be initialed by the signer of the proposal or by his duly authorized agent.
- (b) In addition, the Representations and Certifications, with applicable information included in the spaces provided shall be included as a part of the Price Proposal.
- (c) The Price Proposal will be submitted with the required documents in the following order:
- (1) The “SOLICITATION, OFFER, AND AWARD” FORM (original signature required in Block 15);
 - (2) Section B - The “SCHEDULE” pages; and
 - (3) Section K - The “REPRESENTATIONS AND CERTIFICATIONS”.
- (d) The offeror shall identify in the proposal any Government Furnished Property (i.e. Information Technology equipment) that will be required during the contract period or if access is required to the AOC network during this period.
- (c) Price will be evaluated to determine whether it is reasonable and its position in the range of all prices..

L.7 INSTRUCTION FOR PREPARING THE TECHNICAL PROPOSAL

.1 The Technical Proposal shall be organized in accordance with the following format to facilitate review by the Contracting Officer; and shall provide complete and thoroughly detailed information responsive to the following requirements:

.1 Corporate Experience

Provide a listing of offerors’ past experience with projects of similar scope, size and complexity which involved lawn mowing and maintenance services and snow removal services performed by your firm during the last five (5) years. For each project listed, provide the following:

From/To (Dates- Month & Year):

Project Description (type of facility, square footage, complexity of mowing and maintenance and snow removal services to include description of services included in the contract):

Client Agency:

Technical Point of Contact:

Current Phone No. For Point of Contact:

Dollar Value of Contract:

Relevance of Experience to This Project:

.2 Past Performance

Provide a listing of past projects of similar scope, size and complexity which involved lawn mowing and maintenance and snow removal services performed by your company during the last five (5) years. The offeror's past performance will be evaluated to determine the extent of successful completion of similar projects within the past five (5) years, taking into consideration timeliness, flexibility and degree of client satisfaction for each project of high visibility and security area that were significantly similar to those required by this solicitation. In addition the Government will consider references submitted by the offeror and may consider information from other sources.

L.8 AMENDMENTS TO SOLICITATION (AOC) (JUN 2003)

.1 If this solicitation is amended, then all terms and conditions which are not modified remain unchanged.

.2 Offerors shall acknowledge receipt of any amendment to this solicitation by:

- .1 signing and returning the amendment,
- .2 identifying the amendment number and date in the space provided for this purpose on the form for submitting a offer,
- .3 letter or telegram, or
- .4 facsimile, if facsimile offers are authorized in the solicitation.

The Government must receive the acknowledgment by the time and at the place specified for receipt of offers.

L.9 FAILURE TO SUBMIT OFFER

.1 Recipients of this solicitation not responding with a offer should not return this solicitation, unless it specifies otherwise. Instead, they should advise the issuing office by letter, postcard, or established electronic commerce methods, whether they want to receive future solicitations for similar requirements. If a recipient does not submit a offer and does not notify the issuing office that future solicitations are desired, the recipient's name **will** be removed from the applicable mailing list.

L.10 SUBMISSION OF OFFERS (AOC) (JUN 2003)

.1 Offers and offer modifications shall be enclosed, in the quantities specified elsewhere in this solicitation, in sealed envelopes addressed to: Architect of the Capitol, Procurement Division, Ford House Office Building, Attn: Shola Matthews-Aroloye, Room H2-263Bid Room, Second and "D" Streets, S.W., Washington, DC with offeror's name and address in the upper left hand corner. Complete and attach the label, OF-17 Notice To Offeror, on the outside of the envelope/package. **Offers and modifications must be sent via Federal Express (FEDEX) or United Parcel Service (UPS). Hand-carried offers and modifications will be rejected.**

.2 To assist in tracking of offers, offerors are requested to fax a copy of their signed "Solicitation, Offer and Award" form as well as a copy of their FEDEX or UPS receipt to Shola Matthews-Aroloye (202) 225-3221 at the time of the issuance of their proposal.

L.11 SUBMISSION, MODIFICATION, REVISION, AND WITHDRAWAL OF OFFERS (AOC) (JUL 2003)

.1 Offerors are responsible for submitting proposals and any modifications or revisions so as to reach the Government office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 4:30 p.m. local time, for the designated Government office on the date that the proposal or revision is due.

.2 Any proposal, modification, or revision received at the Government office designated in the solicitation after the exact time specified for receipt of offers is "late" and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would no unduly delay the acquisition, and-

.1 If it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of proposals;

.2 There is acceptable evidence to establish that it was received at the Government installation designated for receipt of proposals and was under the Government's control prior to the time set for receipt of proposals; or

.3 It is the only proposal received.

.3 However, a late modification of an otherwise successful proposal that makes its terms more favorable to the Government, will be considered at any time it is received and may be accepted.

.4 Acceptable evidence to establish the date of receipt at the Government installation includes the time/date stamp of that installation on the offer wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.

.5 If an emergency or unanticipated event interrupts normal Government processes so that offers cannot be received at the Government office designated for receipt of proposals by the exact time specified in the

solicitation and urgent Government requirements preclude amendment of the solicitation, the time specified for receipt of proposals will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.

.6 Proposals may be withdrawn by written notice received at any time before award. Proposals may be withdrawn in person by an offeror or an authorized representative if the identity of the person requesting withdrawal is established and the person signs a receipt for the proposal before award.

L.12 TYPE OF CONTRACT (FAR 52.216-1) (APR 1984)

The Government contemplates an award of a firm-fixed-price contract resulting from this solicitation.

END OF SECTION L

SECTION M

EVALUATION FACTORS FOR AWARD

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SECTION M

EVALUATION FACTORS FOR AWARD

M.1 PROPOSAL EVALUATION CRITERIA (AOC) (JUN 2003)

.1 The evaluation criteria to be used by the Contract Officer for the selection of a contractor to perform the work specified are defined below. The criteria are divided into technical and price categories which consist of subsections corresponding to those in the article entitled “INSTRUCTIONS FOR PREPARING THE TECHNICAL PROPOSAL” and the article entitled “INSTRUCTIONS FOR PREPARING THE PRICE PROPOSAL” in Section L. The technical criteria are considered by the Architect to be generally more important than price criteria. However, as the difference in technical merit between the proposals becomes less significant, the relative importance of the price will increase. As part of its’ overall evaluation of the offeror’s experience, the Government will assess the offeror’s ability to complete projects on time and within budget.

.2 TECHNICAL CRITERIA. Each offeror’s proposal will be evaluated in accordance with the technical criteria listed below to determine whether it is responsive to the requirements of the RFP and are therefore acceptable. Technical criteria are listed below in descending order of importance:

.1 Corporate Experience

Provide a listing of offerors’ past experience with projects of similar scope, size and complexity which involved lawn mowing and maintenance services and snow removal services performed by your firm during the last five (5) years. For each project listed, provide the following:

From/To (Dates- Month & Year):

Project Description (type of facility, square footage, complexity of mowing and maintenance and snow removal services to include description of services included in the contract):

Client Agency:

Technical Point of Contact:

Current Phone No. For Point of Contact:

Dollar Value of Contract:

Relevance of Experience to This Project:

.2 Past Performance

Provide a listing of past projects of similar scope, size and complexity which involved lawn mowing and maintenance and snow removal services performed by your company during the last five (5) years. The offeror’s past performance will

be evaluated to determine the extent of successful completion of similar projects within the past five (5) years, taking into consideration timeliness, flexibility and degree of client satisfaction for each project of high visibility and security area that were significantly similar to those required by this solicitation. In addition the Government will consider references submitted by the offeror and may consider information from other sources.

M.2 CONTRACT AWARD (AOC) (JUN 2003)

.1 The Government will award a contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation will be most advantageous to the Government, cost or price and other factors, specified elsewhere in this solicitation, considered.

.2 The Government may (1) reject any or all offers if such action is in the public interest, (2) accept other than the lowest offer, and (3) waive informalities and minor irregularities in offers received.

.3 The Government intends to evaluate proposals and award a contract without discussions with offerors (except clarifications). Therefore, the offeror's initial proposal should contain the offeror's best terms from a price and technical standpoint. The Government reserves the right to conduct discussions.

.4 The Government may accept any item or combination of items, unless doing so is precluded by a restrictive limitation in the solicitation or the offer.

.5 A written award or acceptance of offer mailed or otherwise furnished to the successful offeror within the time for acceptance specified in the offer shall result in a binding contract without further action by either party. Before the offer's specified expiration time, the Government may accept an offer (or part of an offer as provided in Paragraph .4 of this article), whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award. Negotiations conducted after receipt of an offer do not constitute a rejection or counteroffer by the Government.

.6 Neither financial data submitted with an offer, nor representations concerning facilities or financing, will form a part of the resulting contract. However, if the resulting contract contains a clause providing for price reduction for defective cost or pricing data, the contract price will be subject to reduction if cost or pricing data furnished is incomplete, inaccurate, or not current.

.7 The Government may determine that an offer is unacceptable if the prices proposed are materially unbalanced between line items or sub line items. Unbalanced pricing exists when, despite an acceptable total evaluated price, the price of one or more contract line items is significantly overstated or understated as indicated by the application of cost or price analysis techniques. A proposal may be rejected if the Contracting Officer determines that the lack of balance poses an unacceptable risk to the Government.

M.3 FAR 52.217-5 EVALUATION OF OPTIONS (JUL 1990)

.1 Except when it is determined in accordance with FAR 17.206(b) not to be in the Government's best interests, the Contracting Officer will evaluate proposals for purposes of award of contract by adding the total

of extended unit prices offered for the Base Period to the total of extended unit prices offered for the Option Year(s). The resultant sum is designated, and will be referred to as, the Total Price.

.2 Evaluation of Option(s) will not obligate the Government to exercise the Option(s).

.3 The Government may reject a bid as nonresponsive if it is materially unbalanced as to prices for the Base Period and the Option(s) quantities. A offer is unbalanced when it is based on prices significantly less than cost for some work, and prices which are significantly overstated for other work.

END OF SECTION M

AOC PAST PERFORMANCE QUESTIONNAIRE
RFP060091: Procurement of Mowing and Snow Removal Services for the U. S. Botanic Garden under the Jurisdiction of the Architect of the Capitol, Washington D. C.

The company listed below is preparing an offer on the above project for the Architect of the Capitol, Washington, DC. Your name has been provided as a customer reference regarding performance under a past contract with your agency/company. Your comments are considered Source Selection Sensitive, therefore, you are advised that your response will be safeguarded to the extent cited in the Federal Acquisition Regulation (FAR) 42.1503. FAR prohibits the release of past performance evaluations to other than other Government personnel and the company whose performance is being evaluated during the period the information may be used to provide source selection information.

This past performance questionnaire is being submitted by the contractor and you are requested complete it and return it to the Architect of the Capitol in care of (Shola Matthews-Aroloye) at FAX number (202)225-3221 on or before the proposal submission due date of **(April 06, 2006)**. While all elements below may not apply, please complete as much as possible.

Company/Individual Requesting Past Project Information:

Name: _____

Past Project Title On Which The Company Is Being Evaluated

Project Title : _____

Evaluator POC (for verification purposes)

Name: Agency/Company, POC _____ **Date:** _____

Phone No.: _____ **Fax No.** _____

E-mail Address: _____

Address: _____

Position held or function in relation to project: _____

Ratings: Please evaluate the contractor's performance using the following ratings:

"O" Outstanding The contractor's performance clearly exceeded the contract requirements.

"S" Satisfactory The contractor's performance met the contract requirements.

" " Unsatisfactory The contractor's performance was poor and/or did not satisfy contract requirements.

**RFP No. 060091, Amendment No. 02; Procurement of Mowing and Snow Removal
Services for the U. S. Botanic Garden under the Jurisdiction of the
Architect of the Capitol, Washington D. C.**

Contractors' Questions & Government's Answers

Question No. 01:

The Truck Screening Center is not mowable at this time because of Construction. Will this be resolved?

Answer:

**Yes, this will be resolved by the Contracting Officers Technical Representative (COTR),
Mr. Robert Pritchard**

Question No. 02 :

Would the contractors be able to leave a trailer on our site.

Answer: NO.

Question No. 03:

What do they do about all the parked cars on the grass areas to be mowed?

Answer:

This will be resolved.

Question No. 04:

"The solicitation does not state whether this opportunity is full & open or set-aside for a small business, minority owned or an 8a company. Usually, on the SF30 it states whether it is full & open or set-aside. We do not see it referenced anywhere in the solicitation. Please clarify".

Answer:

This solicitation is full and open competition.

Question No. 05:

"The Contractor agrees to accomplish the maximum amount of subcontracting to all types of small business concerns that the Contractor finds to be consistent with the efficient performance of this contract." Is it required to have a small business as a percentage of the proposal or does this reference mean it is set aside for small business?

Answer:

No, not at this time.

Question No. 06:

Who is the current incumbent? What is the value of the current contract?

Answer:

There is no current incumbent and there is no current contract. When awarded, this contract will be the first of this size for the all locations.

Question No. 07:

What is the possibility of the contractor having one parking space for their vehicle to hold supplies/equipment?

Answer:

See answer to question No. 02 above.

Question No. 08:

How many acres is the contractor responsible for?

Answer:

Please see Section B of the Solicitation for the Schedule of pricing. Pricing did not call for Price Per Acre. Pricing schedule is based Price Per Location. There are different locations to be serviced, and all locations were shown to Contractors during Site Visit and Walk Through.

Question No. 09:

Does the current contractor have a Collective Bargaining Agreement?

Answer:

No. Also, see answer to question No. 06 above.